



Webb C. Hayes, IV
Vice President

Main Office
619 14th Street, N.W.
Washington, D.C. 20005
202-624-3081

RECORDATION NO. 0026 Filed & Recorded

Secretary of the Interstate
Commerce Commission

12th Street & Constitution Avenue
Washington, D. C. 20423

MAY 19 1977 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation are duplicate copies, both fully executed, of two Loan and Security Agreements, which constitutes a Mortgage Agreement, covering certain railroad box cars, together with a check in the sum of \$50 for each Agreement.

The name of the parties and their addresses are:

LOAN NO. I

MORTGAGOR: Railvest Series #1, a partnership by Joseph Keating, General Partner, 3244 Prospect Street, Washington, D. C. 20007

MORTGAGEE: The National Bank of Washington
619 14th Street, N. W.
Washington, D. C. 20005
Attn: Webb C. Hayes, IV, Vice President

EQUIPMENT COVERED - SERIES I

1. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9010
2. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9011
3. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9012
4. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9013
5. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9014

RECEIVED

MAY 19 2 53 PM '77

FEE OPERATION CR.
I.C.C.

Christina Capetta
Carlyle

7 139-119
MAY 19 1977
2009 08
Washington, D.C.

6. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9015
7. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9016
8. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9017

LOAN NO. 2

MORTGAGOR: Railvest Series #II, a partnership by
Joseph Keating, General Partner, 3244
Prospect Street, Washington, D. C. 20007

MORTGAGEE: The National Bank of Washington
619 14th Street, N. W.
Washington, D. C. 20005
Attn: Webb C. Hayes, IV, Vice President

EQUIPMENT COVERED-SERIES II

1. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9018
2. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9019
3. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9020
4. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9021
5. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9022
6. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9023
7. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9024
8. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9025
9. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9026
10. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9027
11. 70 ton, 50 ft. freight car (Berwick Forge & Fabricating) Serial No. VC 9028

There are no guarantors.

- 3 -

The original documents should be returned to the undersigned after recording thereof.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Webb C. Hayes IV". The signature is written in dark ink and is positioned above the printed name.

Webb C. Hayes IV,
Vice President

WCH:lm
Enclosures

RECORDATION NO. 2826 Filed & Recorded

MAY 19 1977 -3 05 PM

INTERSTATE COMMERCE COMMISSION

LOAN AND SECURITY AGREEMENT

I

The Parties

1.1 WITNESS THIS AGREEMENT, Made this 31st day of December, 1975, by and between Railvest Series #1, a limited partnership whose partners are named on Exhibit A attached hereto and made a part hereof with principal offices at 3244 Prospect Street, Washington, D. C. 20007 (hereinafter sometimes called Borrowers) and The National Bank of Washington (hereinafter called NBW), a National Bank with principal offices at 619 14th Street, N. W., Washington, D. C.

II

General Warranties as Conditions Precedent

2.1 Borrowers, jointly and severally, warrant that:

- (a) Borrowers are a validly existing partnership;
- (b) Borrowers are engaged in the business of leasing railroad cars;
- (c) Borrowers have the power to enter into this Loan Agreement;
- (d) The execution of this Loan Agreement will not result in a breach or default under any other agreement or contract to which borrowers are a party;

III

The Loan

3.1 NBW will, in reliance upon the Warranties and Guarantees hereinbefore set forth and in further reliance on the

various promises and covenants hereinafter set forth, and subject to the terms, limitations, and conditions herein contained, lend to Henry H. Krevor the principal sum of Forty-Five Thousand and Twenty Dollars (\$45,020) and will lend to each of the remaining Borrowers listed on Exhibit A the principal sum of Twenty-Two Thousand Five Hundred Ten Dollars (\$22,510), with interest thereon at a rate equal to Twelve Percent (12%) per annum, each of said loans to be repaid interest only until June 1, 1976, and thereafter in seventy-eight (78) equal principal repayments, including interest, of Four Hundred Seventeen Dollars (\$417.00) each, payable monthly, beginning the first day of July, 1976, and continuing thereafter on the first day of each month thereafter through the first day of December 19 82.

3.2 Said loan shall be evidenced by a series of Installment Notes executed by each Borrower, each of which shall contain terms and conditions in accordance with this Agreement, which each Borrower hereby agrees to execute.

IV

The Collateral

4.1 As Collateral for each of the aforesaid loan, Borrowers and each of them have agreed to grant, transfer, and convey, and by these presents do grant, transfer and convey, to NBW a first mortgage in the following described property, together with all additions, increases or accretions thereto, and all added and substituted parts and equipment, tools, accessories, fittings, supplies, and improvements therefor, and other goods of the same class whether now owned or hereafter acquired by Borrowers (sometimes herein called "Collateral"), namely:

(a) Twenty-Three (23) box cars, each being a fifty foot, six-inch rigid underframe box car, known as an XF car, having serial numbers VC-9010 to VC-9017 inclusive, and VC-9030 to VC-9040 inclusive and VC-9043 to VC-9046 inclusive.

(b) All property of the partnership acquired on or after January 1, 1976 of any kind whatsoever and of any nature whatever.

4.2 Borrowers shall not create, incur, assume, or suffer to exist any mortgage, pledge, lien, surety, interest, or other encumbrance of the Collateral whether now owned or hereafter acquired, except those incurred pursuant to the aforesaid loan, unless NBW shall specifically consent thereto in advance in writing.

4.3 Any certificate of title now or hereafter existing on any of the Collateral will be delivered to NBW and will recite the interest of NBW.

4.4 NBW may, at its sole option, either file and/or record this Agreement or such financing, continuation, recordation, and/or termination statements regarding this Agreement as NBW may deem necessary, and Borrowers upon request by NBW, and agrees to execute the same if requested by NBW. Borrowers further agree to pay all filing fees and reasonable costs incurred by NBW in perfecting its security interests and liens.

4.5 Except with the prior written consent of NBW Borrowers will not sell or offer to sell or otherwise transfer or dispose of the Collateral or any interest therein, nor permit any adverse lien, encumbrance, or security interest to attach thereto, nor permit its use in violation of any statute, ordinance, or policy of insurance, and shall promptly pay all taxes and assess-

ments properly due upon it or with respect to its use.

4.6 Borrowers will keep the Collateral at all times insured against risk or loss or damage by fire, theft, and such other casualties as NBW may reasonably require, including collision and comprehensive coverage in case of any motor vehicle, in such manner and in such amounts and in such insurance company, or companies, as NBW may designate and will assign the proceeds thereof to NBW as its interest may appear. The interest of NBW shall appear upon said insurance policies.

4.7 Borrowers will keep the Collateral in good order and repair and will not waste, destroy, misuse, abuse, or allow it to deteriorate except for ordinary wear and tear.

4.8 Except with the prior consent of NBW Borrowers shall not permit the Collateral to be attached or affixed to real estate, or to become accessions to other goods except as aforementioned, nor permit it to be removed from the location specified herein except for normal and customary use for temporary periods.

4.9 Borrowers shall reimburse NBW for all amounts, including attorney's fees, paid by NBW for taxes, levies, repairs to or maintenance of the Collateral and in taking possession of, disposing of, or preserving the collateral after any default hereinafter described, and all such amounts shall be secured by and under this agreement.

4.10 No injury to, or loss or destruction of, the Collateral shall relieve Borrowers or any of them from any obligations hereunder, which shall be joint and several.

V

Covenants

5.1 That Borrowers, jointly and severally shall pay to NBW all amounts, interest and principal, payable on the aforementioned Note, or Notes, and all other of its Notes or obligation held by NBW promptly when the same shall become due and payable, whether at maturity, by acceleration, or otherwise, and will perform all terms of said Note, or Notes, and this or any other Security or Loan Agreement between Borrowers and NBW, and will discharge each and all of their said obligations when due.

VI

Default-Acceleration

6.1 The occurrence of any of the following shall constitute an event of default:

(a) Failure of Borrowers, jointly or severally, to pay the secured indebtedness, or any part thereof, as the same becomes due, in accordance with the terms of the Note, Notes, or other instrument evidencing said indebtedness or when accelerated pursuant to any power to accelerate;

(b) Failure of Borrowers and each of them to punctually keep, observe, or faithfully perform any covenant, agreement, or condition contained herein;

(c) If any warranty, representation, condition, or statement made herein or furnished to NBW by or on behalf of Borrowers shall be shown to have been false in any material respect when made or furnished;

(d) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, the issuance of an attachment or execution against

the property of, or entry of judgment against, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by, or against, the Borrowers or any of them;

(e) If the rights of NBW hereunder are in any way prejudiced or rendered insecure and NBW believes that the prospect of payment or performance of any of the obligations is thereby impaired.

6.2 Upon the occurrence of a default, NBW at its option may (i) Declare the entire balance of principal of the secured indebtedness and all interest accrued thereon immediately due and payable without further notice, demand, or presentment to Borrowers or any other person obligated for the payment of the secured indebtedness, which notice, demand and presentment are hereby expressly waived; and or (ii) Enter upon the premises where the Collateral may be and take possession thereof and remove the same without being guilty of any manner of trespass; and/or (iii) sell the Collateral as a whole, or in lots or parcels, either at public auction or private sale in the District of Columbia or elsewhere, without notice, demand, or advertisement, which are hereby expressly waived, and if the Collateral be sold in lots or parcels, such sales may be made from time to time until all of such collateral be sold or until the secured indebtedness be paid in full; and/or (iv) Foreclose or sell the Collateral by legal or equitable action or suit for the collection of the secured indebtedness and the enforcement of the security therefor, and upon the filing of any such suit or action Borrowers consents without further notice to the appointment on application of NBW of a Receiver for the Collateral.

6.3 Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, NBW shall give Borrowers reasonable notice of the time and place of any public or private sale thereof. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the Borrowers at the address given below or at any other address shown on the records of NBW at least five days before the date of the sale. Upon disposition of any Collateral after the occurrence of any default hereunder, Borrowers shall be and remain liable for any deficiency and NBW shall account to Borrowers for any surplus, but NBW shall have the right to first apply all or any part of such surplus (or to hold the same as a reserve against) any and all other liabilities of Borrowers to NBW.

VII

Cumulation of Rights and Set Off

7.1 All the rights and remedies of NBW hereunder are cumulative of each other and every other right or remedy, including all rights and remedies available to NBW under the Unifed Commercial Code of the District of Columbia, which NBW may otherwise have hereunder or at law or in equity or under any other document, for the enforcement of this Agreement or the collection of the secured indebtedness, and the security therefor, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

7.2 Without limiting the generality of the preceding provisions, if Borrowers shall fail to pay any sums called for

hereunder when due, or if a default as specified herein shall occur, then NBW also shall have the right to set off against the unpaid balance of the Note any debt owing to Borrowers by NBW, including any funds in any deposit account maintained by Borrowers with NBW.

VIII

Right of Prepayment

8.1 Borrowers shall have the right to prepay the aforesaid loan, in part or all without penalty, prepayments to be applied in inverse order to payments due hereunder, provided, however, that if borrowing from another bank or other financial institution are utilized directly or indirectly to prepay the subject loan, then there shall be imposed a one percent (1%) prepayment penalty on each prepayment.

IX

Miscellaneous

9.1 This Agreement and the Note, or Notes, made hereunder shall be construed in accordance with the laws of the District of Columbia.

9.2 Borrowers agree to pay all reasonable costs incurred in connection with the loan including, but not limited to, recording and filing fees as hereinbefore provided, and further agrees to pay to Whiteford, Hart, Carmody & Wilson a legal fee.

9.3 Each of the Borrowers by separate letter has authorized Joseph Keating, to execute this Agreement on their respective behalf, and each Borrower acknowledged receipt of a copy of this Agreement.

- 9 -

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

SS

On this 17th day of January, 1977, before me personally appeared Webb C. Hayes, IV, to me personally known, who being by me duly sworn, says that he is the Assistant Vice President of The National Bank of Washington, that the seal affixe to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

Sonja C. Owen
Notary Public

My Commission Expires October 14, 1980

My commission expires: _____

RAILVEST SERIES I
\$22,510.00

<u>NAME</u>	<u>CAR SERIAL NUMBER</u>
Jerrold M. & Sharon Post 7106 Broxburn Drive Bethesda, Maryland 20034	VC 9010
Donald & Dee Payne 4811 Fort Sumner Drive Sumner, Maryland 20016	VC 9011
Reuben S. & Gertrude Horlick 3004 North Stuart Arlington, Virginia 22207	VC 9012
George I. & Jacoba R. Mishtout 4344 Hawthorne Street, N. W. Washington, D. C. 20016	VC 9013
Joe W. & Margaret M. Fleming 3817 Jocelyn Street, N. W. Washington, D. C. 20015	VC 9014
James M. & Mary E. Schuette 14201 Turkey Foot Road Gaithersburg, Maryland 20760	VC 9015
Henry H. & June S. Krevor 1115 Crestwood Drive Alexandria, Virginia 22302	VC 9016 2 cars VC 9017
Charles I. & Elyse Schneiderman 10021 Sorrel Avenue Potomac, Maryland 20854	VC 9030
Raymond C. & Lynn N. Bristol 3232 Woodley Road, N. W. Washington, D. C.	VC 9031
Burton D. Liss 11510 Lockwood Drive #C-2 Silver Spring, Maryland 20910	VC 9032
Allan F. & Helene Mulligan 15100 Birmingham Drive Burtonsville, Maryland 20730	VC 9033
Ronald D. & Phyllis G. West 11120 Arroyo Drive Rockville, Maryland 20852	VC 9034
Joseph J. & Mena M. Colella 6300 Martins Lane Lanham, Maryland 20801	VC 9035
Donald R. & Vita M. Merryfield 347 Dun Robbin Drive Severna Park, Maryland 21146	VC 9036
Michael A. & Joan A. Lemp 4918 Hillbrook Lane, N. W. Washington, D. C. 20016	VC 9037

Railvest Series I (continued)

CAR SERIAL NUMBER

Richard S. Becker
2737 Devonshire Place, N. W.
Washington, D. C.

VC 9038

Donovan Humphries

VC 9039

Thomas Cullen

VC 9040

Leonard & Susan Rittenberg
7600 Quintana Court
Bethesda, Maryland 20014

VC 9043

Gary Healey

VC 9046